

ELDORA MOUNTAIN RESORT – 2007-2008
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT
PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

“ADULT” means the undersigned adult, being at least 18 years old, signing on behalf of himself/herself and/or the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of the minor child participant named below so that the child will be permitted to engage in the Activity. “CHILD” means the minor child participant named below. ADULT and CHILD shall collectively be referred to hereinafter as “PARTICIPANT”. PARTICIPANT agrees and understands that skiing, snowboarding, Ski/Board School participation, use of rental equipment and/or any other uses of the area, facilities, activities, or equipment, (each hereinafter an “ACTIVITY”) of Eldora Mountain Resort, can be HAZARDOUS. (Hereinafter Eldora Mountain Resort is referred to as the “RESORT”).

PARTICIPANT UNDERSTANDS AND AGREES THAT THIS FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2007-2008 SKI SEASON without requiring PARTICIPANT to sign an additional form for each day and/or each ACTIVITY UNTIL PARTICIPANT REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE RESORT AUTHORIZED REPRESENTATIVE.

PARTICIPANT understands that under Colorado law a person who is sliding or jumping on snow or ice using skis, a snowboard, sled, toboggan, or snowbike or using any of the facilities of a ski area is considered a “skier” and will hereafter be referred to as a skier. Hereafter “skiing” means any on snow or ice sliding or jumping activity. PARTICIPANT understands the following applies whenever PARTICIPANT uses the RESORT facilities or services.

WARNING

Under Colorado law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variation in terrain; and the failure of skiers to ski within their own abilities.

PARTICIPANT acknowledges that Colorado law now also includes cliffs, jumps and extreme and freestyle terrain in the inherent risks of skiing, that falls and collisions occur, and that injuries may result from skiing or another ACTIVITY. The undersigned acknowledges and understands that under Colorado Law, a skier **ASSUMES THE RISK of the inherent dangers and risks of skiing**. Additionally, PARTICIPANT assumes the responsibility of maintaining control at all times while skiing. PARTICIPANT agrees that PARTICIPANT is responsible for reading, understanding and complying with all signage, including instructions on use of lifts and rental or other equipment. PARTICIPANT understands that PARTICIPANT must have the physical dexterity and knowledge to safely load, ride and unload the lifts. PARTICIPANT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. PARTICIPANT is advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time and that PARTICIPANT should be alert for and avoid such equipment. PARTICIPANT understands that the use of the ski area facilities involves risks including but not limited to all of the risks mentioned above, high elevation, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow and rugged mountainous terrain.

PARTICIPANT agrees to read and obey all posted signs and warnings and to obey those signs and warnings located on the property or at any facility or premise of the RESORT. PARTICIPANT understands that entering or skiing in a “CLOSED” area is illegal and more dangerous to PARTICIPANT and others than skiing in open areas of the ski area. PARTICIPANT agrees to inspect all equipment including rental ski, and snowboard equipment before use and ask questions of facility employees if PARTICIPANT does not fully understand how to use the equipment or facilities. PARTICIPANT warrants that information provided to rental and ski/board school technicians and personnel will be accurate and complete. PARTICIPANT accepts for use “AS IS” any equipment PARTICIPANT uses for an ACTIVITY and to return for replacement or repair any equipment believed by Participant to be damaged or defective before use. PARTICIPANT accepts full responsibility for the care of the equipment used for an ACTIVITY including rental ski and snowboarding equipment and agrees that PARTICIPANT will be responsible for the replacement at full retail value of any equipment not returned or returned in a damaged condition. PARTICIPANT understands that additional fees may be required for use of the facilities, equipment, ski instruction or other services provided by the RESORT.

ADULT agrees and understands that CHILD will be using SKI LIFTS WITHOUT A SKI INSTRUCTOR OR OTHER ADULT PRESENT. CHILD MAY ALSO BE ENTERING INTO AND USING THE FREESTYLE TERRAIN INCLUDING NATURAL AND MAN-MADE FEATURES. PARTICIPATION IN CHILDREN’S OR ADULT’S SKI SCHOOL SHALL NOT IN ANY WAY ELIMINATE THE INHERENT RISKS OF SKIING OR RISKS IN RIDING SKI LIFTS.

ADULT acknowledges on ADULT’s and CHILD’s behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in an ACTIVITY. ADULT hereby **ASSUMES ALL RISKS** associated with the ADULT’s or CHILD’s participation in an ACTIVITY including Ski/Board School, known or unknown, inherent or otherwise, including but not limited to, **injury and/or death** to the ADULT or CHILD, and **HEREBY RELEASES, on ADULT’s and CHILD’S behalf, Eldora Enterprises, LLC, Eldora Enterprises Ltd., LLC, both d/b/a Eldora Mountain Resort, its affiliated organizations and companies, the United States, its insurance carriers, subsidiaries, affiliates, officers, directors, representatives, assignees, employees, volunteers, agents, and shareholders, as well as any equipment manufacturers and distributors (hereinafter the “Released Parties”) from ANY AND ALL LIABILITY and/or claims that the undersigned ADULT may be entitled to bring on his/her own behalf or that might be brought on behalf of CHILD that arise from the ADULT’s or CHILD’s use of equipment and/or participation in an ACTIVITY, including claims based on NEGLIGENCE OR BREACH OF WARRANTY. ADULT AGREES on behalf of him/herself and CHILD TO INDEMNIFY and hold harmless the Released Parties from any and all claims, including those of the ADULT or CHILD or a third party, arising in whole or in part from the ADULT’s or the CHILD’s participation in an ACTIVITY including Ski/Board School.**

Eldora Mountain Resort recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a helmet IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing and snowboarding and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine, or any other part of my body, and that these limitations are INHERENT RISKS of the ACTIVITY.

HELMET ACKNOWLEDGEMENT:

Helmet Owned _____ Helmet Rented _____ Helmet Use DECLINED _____

ADULT warrants that PARTICIPANT is in good health and there are no special problems with the care of ADULT or CHILD and that the ADULT has left no special instructions regarding the ADULT or the CHILD that have not been listed on a registration form for an ACTIVITY or provided to the RELEASED PARTIES in writing.

The ski area operator shall have the right to confiscate or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative PARTICIPANT: 1) acts in any manner that endangers or may endanger the safety of PARTICIPANT or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. A ticket/pass is NOT TRANSFERABLE and CANNOT BE RESOLD. A ticket/pass may be confiscated with no re-issue, if in the sole judgment of a representative of the ski area operator; it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. PARTICIPANT acknowledges the affirmative duty to immediately notify the issuer if PARTICIPANT’S ticket/pass is lost or stolen.

ADULT authorizes the RELEASED PARTIES and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively “Care”), for PARTICIPANT or to transport PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. ADULT agrees that upon PARTICIPANT’S transport to a facility or hospital that the RELEASED PARTIES shall not have any further responsibility for PARTICIPANT. ADULT also consents to the Care given by an emergency care giver or under the instructions and directions of a licensed physician. It is understood that every effort will be made to notify ADULT at the earliest possible time in the event such Care is undertaken for a CHILD. ADULT knowingly and voluntarily consents in advance to such Care to encourage the physicians and the RESORT to exercise their best judgment in undertaking such Care. Further, ADULT agrees on behalf of ADULT and CHILD to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and to indemnify and hold harmless the RELEASED PARTIES from any costs incurred therein.

In consideration for participating in an ACTIVITY, ADULT agrees for him/herself and CHILD that ALL claims for injury to person or property and/or death arising from the ADULT’S and/or CHILD’S participation in an ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the **District Court residing where the alleged incident occurred or in Federal Court for the District of Colorado.**

This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of CHILD and that CHILD shall be bound by all the terms of this Release. The Undersigned understands and agrees that if this Release is not signed on behalf of CHILD, the CHILD would not be permitted to participate in the Activity. This Release shall be binding upon PARTICIPANT’S assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print Name of Participant _____

Birth Date _____

Signature of Participant/Minor _____

Print Name of Parent/Legal Guardian
If Participant is a Minor _____

SIGNATURE of Participant if Over 18 or of
Parent/Legal Guardian of Minor _____

Date _____